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MO. 20,335 Equity Filed June 12, 1963

FEA Form No. 2127-E (Revised July 1964) Recorded Nov. 24, 1958 at 2:45 P. N. 1868 22 MGE 310

## MORTGAGE

This Mortgage, Made this 21st day of November, A. D. 1958, by and between Arvle D. Humphrey and Lois E. Humphrey, his wife,

of Frederick County in the State of Maryland, hereinafter called the Mortgagor, and Farmers and Mechanics-Citizens National Bank of Frederick, a body corporate,

hereinafter called the Mortgagee.

hereinafter called the Mortgagee. WHEREAS, the Mortgagor, battle Kantham College Mortgages for borrowed money in the principal sum of THIRTEEN THOUSAND TWO HUNDRED and no/100 Dollars (\$13,200,00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-fourse centum ( 54%) per annum on the unpaid principal until paid principal and interest being payable at the office of Farmers and Mechanics-Citizens National Bank of Frederick in a body corporate, in Frederick, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments , 1959, and on the first day of each month therecommencing on the first day of January after until the principal and interest are fully paid, except that the final payment of principal and interest, . 1983 . if not sooner paid, shall be due and payable on the first day of December Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (80) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment

thereof, with interest, should be secured by the execution of these presents.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgager does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all lot(s) of ground situate, lying and being in Frederick County, in the State of Maryland aforesaid, and described as follows, that is to say:

All that parcel of land situate, lying and being at the westerly end of the cul-de-sac at the westerly end of Charles Street, in Frederick City, Frederick County, Maryland, being known and designated as Lot No. 44 on the Plat of "Saratoga Village" as prepared by James W. O. Baker, registered professional engineer, dated May 28, 1952, and recorded in Plat Book No. 3, folio 73, one of the Plat Records for Frederick County, and also being known and designated as No. 612 Charles Street.

It being the same real estate which was conveyed unto Arvie D. Humphrey and Lois E. Humphrey, his wife, by deed from George W. Elendaniel and Marguerite A. Clendaniel, his wife, dated November 21, 1958, and intended to be recorded prior to the recording of this mortgage among

the Land Records for Frederick County.

Being also the same real estate conveyed unto George W. Clendaniel and Marguerite A. Clendaniel, his wife, by deed from Brosius Homes Corporation, a body corporate, dated December 2, 1954, and recorded in Liber No. 539, folio 559 &c., one of the Land Records for Frederick County.

Subject, however, to all the restrictive covenants contained on the aforesaid plat of the said "Saratoga Village" recorded as aforesaid.